

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

CHICAGO GRAPHIC ARTS HEALTH AND)
WELFARE PLAN; ROBERT MILLER and)
JAMES E. MADDEN, in their capacity as)
Trustees of the Chicago Graphic Arts Health)
and Welfare Plan, GRAPHIC)
COMMUNICATIONS CONFERENCE OF)
THE INTERNATIONAL BROTHERHOOD)
OF TEAMSTERS SUPPLEMENTAL)
RETIREMENT AND DISABILITY FUND;)
GEORGE TEDESCHI, and PAUL)
ROSENBERG, in their capacity as Trustees of)
the GCC/IBT Supplemental Retirement and)
Disability Fund, and CARL J. LOSTRACCO,)
JOHN P. CAPUTO, THOMAS S. GEHR,)
ROBERT J. MUCCIANTI, DENNIS A.)
BETSANES, and DONALD J. ROTOR,)
ANDREW J. GEHR,)

Plaintiffs,)

v.)

UNITECH PREPRESS SOLUTIONS, INC.,)
and ROBERT E. LUDFORD, III, individually.)

Defendants.)

No. 07 C 6287

Judge Gettleman

Magistrate Judge Mason

AFFIDAVIT OF CHRISTOPHER KRZYSKO

STATE OF ILLINOIS)

)

COUNTY OF COOK)

Christopher Krzysko, being first duly sworn on oath, deposes and states as follows:

1. I am Chief Financial Officer of the Benefits Management Group, Inc. ("Benefits Management"), the third party administrator for the Chicago Graphic Arts Health and Welfare Plan ("Health Plan"). As an administrator, Benefits Management collects and monitors payment of

contributions to the Health Plan and receives and pays claims on behalf of eligible participants. My office is located at 903 Commerce Drive, Suite 304, Oak Brook, Illinois 60523. This affidavit is submitted in support of plaintiffs' for default and for damages.

2. My responsibilities include monitoring the monthly payments owed to the Health Fund by contributing employers. Unitech Prepress Solutions, Inc. (the "Company") was a contributing employer and according to a Collective Bargaining Agreement ("Agreement") between Local 458-M and the Company, the Company was obligated to withhold amounts from employee's weekly pay checks and remit those amounts monthly to the Health Plan. In addition, the Agreement requires the Company to make a monthly contributions on behalf of each employee performing covered work under the Agreement.

3. According to the Funds' records, the Company withheld health and welfare contribution payments from employees' wages but failed to make payments to the Health Fund in the total amount of \$14,763.05 for the period from December 2006 through the end of the Company's business in June 2007. I am attaching a work sheet showing the exact amount for each employee performing covered work for the Company as Exhibit A.

4. In addition, the Health Fund is responsible to collect employer contributions for all covered employees. The Company failed to pay contributions for the months from December 2006 through June 2007 in the amount of \$65,184.70. I am attaching a work sheet showing the exact amount owed in principal contributions on behalf of each Unitech employee as Exhibit B.

5. The Trust Agreement permits the Trustees to establish and assess penalties for all contributions not paid in a timely manner. Liquidated damages are set at the rate of 5% (five percent) if the principal is not received by the date due. If the principal amount is not received by the last day of the month in which the due date falls, then an amount equal to 20% (twenty percent) of the unpaid contributions is

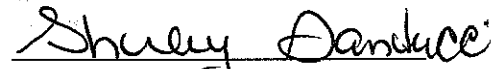
added to the five percent as damages.

6. With respect to total principal amounts owed, liquidated damage penalties are assessed in the amount of five percent of the principal or \$3,998.09, and if not paid within the month of the due date, a twenty percent penalty is added or the amount of \$15,992.35. The total amounts of principal and liquidated damages is \$99,952.19. The following represents the break down of the separate amount owed for the employer's and employees' contributions: The Employer owes \$65,184.70 plus 5% (\$3,259.23), plus 20% \$13,036.94, and Employees' contribution is \$14,763.05 plus liquidated damages in the amount of 5% (\$738.15), plus 20% \$2,952.61 for a total amount of: \$ 18,453.81.

FURTHER AFFIANT SAYETH NOT


Christopher Krzysko

Subscribed an sworn to before me
this 29th day of February, 2008.


NOTARY PUBLIC



Unitech - Employee

Month	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07
Weeks	5	4	4	5	4	4	1

CGAM

Betsanes, Dennis	5	4	4	5	4	4	1
Daro, Linda L	5	4	4	5	4	4	1
Gehr, Andrew G	5	4	4	5	4	4	1
Kroeger, Kathleen	5	4	4	5	4	4	1
Walstad, Carlton	5	4	4	5	4	4	1
Total Weeks	25.0	20.0	20.0	25.0	20.0	20.0	5.0
Rate	\$22.00	\$24.20	\$24.20	\$24.20	\$24.20	\$24.20	\$24.20
Total CGAM	\$550.00	\$484.00	\$484.00	\$605.00	\$484.00	\$484.00	\$121.00

CGAF

Caputo, John P	5	4	4	5	4	4	1
De Tolve, Craig	5	4	4	5	4	4	1
Gehr, Thomas S	5	4	4	5	4	4	1
Kroese, Kirk J	5	4	4	5	4	4	1
Lostracco, Carl J	5	4	4	5	4	4	1
Ludford, Robert E	5	4	4	5	4	4	1
Lyons, Russell J	5	4	4	5	4	4	1
Muccianti, Robert	5	4	4	5	4	4	1
Rotor, Donald J	5	4	4	5	4	4	1
Total Weeks	45.0	36.0	36.0	45.0	36.0	36.0	9.0
Rate	\$43.95	\$48.35	\$48.35	\$48.35	\$48.35	\$48.35	\$48.35
Total CGAF	\$1,977.75	\$1,740.60	\$1,740.60	\$2,175.75	\$1,740.60	\$1,740.60	\$435.15

Total	\$2,527.75	\$2,224.60	\$2,224.60	\$2,780.75	\$2,224.60	\$2,224.60	\$556.15
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\$14,763.05

Unitech - Employer

Month	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07
Weeks	5	4	4	5	4	4	1

CGAM

Betsanes, Dennis	5	4	4	5	4	4	1
Daro, Linda L	5	4	4	5	4	4	1
Gehr, Andrew G	5	4	4	5	4	4	1
Kroeger, Kathleen	5	4	4	5	4	4	1
Walstad, Carlton	5	4	4	5	4	4	1
Total Weeks	25.0	20.0	20.0	25.0	20.0	20.0	5.0
Rate	\$159.45	\$175.40	\$175.40	\$175.40	\$175.40	\$175.40	\$175.40
Total CGAM	\$3,986.25	\$3,508.00	\$3,508.00	\$4,385.00	\$3,508.00	\$3,508.00	\$877.00

CGAF

Caputo, John P	5	4	4	5	4	4	1
De Tolve, Craig	5	4	4	5	4	4	1
Gehr, Thomas S	5	4	4	5	4	4	1
Kroese, Kirk J	5	4	4	5	4	4	1
Lostracco, Carl J	5	4	4	5	4	4	1
Ludford, Robert E	5	4	4	5	4	4	1
Lyons, Russell J	5	4	4	5	4	4	1
Muccianti, Robert	5	4	4	5	4	4	1
Rotor, Donald J	5	4	4	5	4	4	1
Total Weeks	45.0	36.0	36.0	45.0	36.0	36.0	9.0
Rate	\$159.45	\$175.40	\$175.40	\$175.40	\$175.40	\$175.40	\$175.40
Total CGAF	\$7,175.25	\$6,314.40	\$6,314.40	\$7,893.00	\$6,314.40	\$6,314.40	\$1,578.60

Total	\$11,161.50	\$9,822.40	\$9,822.40	\$12,278.00	\$9,822.40	\$9,822.40	\$2,485.60
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\$65,184.70

Exhibit B